

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Andrew C. Schwartz
Firm Name: Casper, Meadows & Schwartz
Address: 2121 No. California Blvd., Ste. 1020

City/State/Zip: Walnut Creek, CA 94596
Telephone: (925) 947-1147 Fax: (925) 947-1131
Email: schwartz@cmslaw.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☐ Mediation ☒ Neutral Evaluation ☐ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
<u>Graduate 1975</u>	<u>University of San Francisco School of Law</u>	<u>JD</u>

4. LEGAL EXPERIENCE: State Bar No. 64572 Date Admitted: 6/75

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? _____%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 100 % ; of defendants _____ %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 5 ; Court Trials 5 ; Mediations 5 ; Arbitrations 5 ;

G. Describe any legal publications or teaching you have done: _____

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
<u>Several</u>			
<p>A. Number of years experience as: mediator <u>20+</u>; arbitrator <u>20+</u>; neutral evaluator ____;</p> <p>B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: <u>Central Court Superior Ct</u></p> <p>C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____</p> <p>D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.</p> <p>1. <u>auto</u> _____;</p> <p>2. <u>premier</u> _____;</p> <p>3. <u>civil rights</u> _____;</p> <p>4. _____;</p> <p>5. _____;</p> <p>E. Is your ADR style best described as ____ facilitative or ____ evaluative/directive?</p> <p>F. Describe any ADR related publications or training you have done: _____</p> <p>G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).</p> <p><u>300 per hr.</u></p>			

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings: _____

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: _____

C. You are available to conduct ADR conferences: / in your office; ____ at counsel's office; ____ other (please describe: _____)

D. You are available to conduct ADR proceedings: / during regular office hours; ____ evenings by appointment; ____ weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights	20%	/	/	/	/
Collections					
Construction					
Contracts					
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto	30	/	/	/	/
P.I. – Other	50	/	/	/	/
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

8. **DISCLOSURES** (*Attach a full explanation, including relevant dates, for each "YES" answer.*)
- A. Has your license to practice law in California, or any other state, ever been suspended or revoked? ☐ Yes ☒ No
 - B. Has any other professional license of yours ever been suspended or revoked? ☐ Yes ☒ No
 - C. Have any disciplinary actions ever been initiated against you, or any company or corporation of which you were an officer, by any state, federal, or professional licensing board or agency, including the State Bar of CA? ☐ Yes ☒ No
 - D. Have you ever been convicted of any crime involving moral turpitude? ☐ Yes ☒ No
 - E. Are any criminal charges currently pending against you? ☐ Yes ☒ No
 - F. Has a judgment ever been entered against you, or any company or corporation of which you were an officer, in any civil action for fraud or punitive damages? ☐ Yes ☒ No
 - G. Attach a full explanation of any other information of which you are aware which may have a negative bearing on your application. Note: Criminal or disciplinary actions will not automatically bar you from inclusion in the ADR panel. Each case is considered individually. However, failure to fully and accurately list criminal convictions or professional disciplinary actions taken against you will result in automatic removal from the panel.

9. **REFERENCES**

List the names and telephone numbers of three people familiar with your mediation or litigation/case evaluation skills. You may attach letters of recommendation in lieu of names.

Name: <u>Dennia G.I. Hanna</u>	Phone: <u>(925) 933-1018</u>
Name: <u>Scott Bennett</u>	Phone: <u>(707) 426-5300</u>
Name: <u>Erica J. Bertorello</u>	Phone: <u>(415) 362-6715</u>

10. **TERMS AND CONDITIONS** (*Carefully read the following agreement*):

If I am appointed to the Alameda County Superior Court ADR Panel, I affirm and agree:

- A. I have read the STANDARDS OF CONDUCT FOR ADR PANEL MEMBERS, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and agree to be bound by it;
- B. In any case in which I am appointed as a judicial arbitrator, I agree to serve free of charge and hereby waive any and all compensation for my service as a judicial arbitrator;
- C. I agree to submit any fee dispute arising out of my ADR services in a court-referred dispute to arbitration, either pursuant to Business & Professions Code 6200 et seq., or by stipulation;
- D. I hereby waive any and all claims against the Court relating to my appointment as an ADR panel member or arising from my services as an ADR provider in any court referred dispute;
- E. I acknowledge that appointment as an ADR panel member does not establish an employment relationship with the Court; that appointment is at the sole discretion of the Court; that I am free to discontinue my service as a panelist upon ten (10) days prior notice; that the Court is free to remove me from the panel without cause and without notice at any time;
- F. I ☒ do ☐ do not agree to have the information in the first three (3) pages of this application posted on the Court's ADR website. I understand that the applications for all appointed ADR panelists will be available to the public in the office of the ADR Coordinator;
- G. The number of pages I have attached hereto: 0.

Date: 2/10/03

Signature: Arthur G. S/H

MEDIATION FEE AGREEMENT

Case Name: _____ Case #: _____

We, the undersigned PARTIES, have voluntarily agreed to submit our dispute as referenced above to Mediation and have agreed that _____ shall serve as Mediator.

1. RIGHTS AND OBLIGATIONS OF THE PARTIES

The PARTIES understand and agree that mediation is voluntary and that any party may end participation in the process at any time. The PARTIES understand that the Mediator is a licensed attorney. However, the Mediator will not provide the PARTIES with legal advice nor represent the interests of any party as an attorney. The services of the Mediator are strictly limited to the mediation process. The PARTIES understand that each has the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time.

2. DESCRIPTION OF THE MEDIATION PROCESS

Mediation is a voluntary, informal, confidential process in which the Mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues, and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of Mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of the Mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

The parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding unless the Parties have entered into a written agreement that specifies it is binding. The Parties and Mediator acknowledge that the provisions of California Evidence Code 1115 through 1128 apply to this mediation.

3. FEES FOR SERVICE

It is understood and acknowledged that the fees for the Mediator's services are subject to negotiation and agreement by the Mediator and the parties (with the exception of Parties found eligible for indigent or modest means service). The Mediator's hourly rate is \$_____, payable by the parties as follows: _____% by _____ (party) and _____% by _____ (party). Fees are immediately due and payable upon receipt of an itemized invoice. An initial refundable retainer in the amount of \$_____ per party is due seven days in advance of the Mediation. If the mediation hearing is cancelled less than 72 hours prior to the date set, _____% of the retainer shall be forfeited by each party. All checks shall be made payable to: _____.

4. ACKNOWLEDGEMENT

We hereby declare that we have read, understood and agreed to the foregoing terms for Mediation and have been provided with a copy of this agreement.

Party Signature, Dated: _____

Party Signature, Dated: _____

Attorney Signature, Dated: _____

Attorney Signature, Dated: _____